

**UNITED STATES BANKRUPTCY COURT**  
**District of New Jersey**

IN RE: **Arthur W Wiest**  
**Carol A Wiest**

Case No.: 16-34261  
 Judge: JNP

Debtor(s)

**CHAPTER 13 PLAN AND MOTIONS**

☐ Original  
☐ Motions Included

☒ Modified/Notice Required  
☐ Modified/No Notice Required

Date: 1-29-2018

THE DEBTOR HAS FILED FOR RELIEF UNDER  
 CHAPTER 13 OF THE BANKRUPTCY CODE.

**YOUR RIGHTS WILL BE AFFECTED.**

You should have received from the court a separate *Notice of the Hearing on Confirmation of Plan*, which contains the date of the confirmation hearing on the Plan proposed by the Debtor. This document is the actual Plan proposed by the Debtor to adjust debts. You should read these papers carefully and discuss them with your attorney. Anyone who wishes to oppose any provision of this Plan or any motion included in it must file a written objection within the time frame stated in the Notice. Your rights may be affected by this plan. Your claim may be reduced, modified, or eliminated. This Plan may be confirmed and become binding, and included motions may be granted without further notice or hearing, unless written objection is filed before the deadline stated in the Notice. The Court may confirm this plan, if there are no timely filed objections, without further notice. See Bankruptcy Rule 3015. If this plan includes motions to avoid or modify a lien, the lien avoidance or modification may take place solely within the chapter 13 confirmation process. The plan confirmation order alone will avoid or modify the lien. The debtor need not file a separate motion or adversary proceeding to avoid or modify a lien based on value of the collateral or to reduce the interest rate. An affected lien creditor who wishes to contest said treatment must file a timely objection and appear at the confirmation hearing to prosecute same.

THIS PLAN:

☐ DOES ☒ DOES NOT CONTAIN NON-STANDARD PROVISIONS. NON-STANDARD PROVISIONS MUST ALSO BE SET FORTH IN PART 10.

☐ DOES ☒ DOES NOT LIMIT THE AMOUNT OF A SECURED CLAIM BASED SOLELY ON VALUE OF COLLATERAL, WHICH MAY RESULT IN A PARTIAL PAYMENT OR NO PAYMENT AT ALL TO THE SECURED CREDITOR. SEE MOTIONS SET FORTH IN PART 7, IF ANY.

☐ DOES ☒ DOES NOT AVOID A JUDICIAL LIEN OR NONPOSSESSORY, NONPURCHASE-MONEY SECURITY INTEREST. SEE MOTIONS SET FORTH IN PART 7, IF ANY.

Initial Debtor(s)' Attorney TGE

Initial Debtor: AWW

Initial Co-Debtor CAW

**Part 1: Payment and Length of Plan**

a. The debtor shall pay **\$267.00 Monthly** to the Chapter 13 Trustee, starting on **February 1, 2018** for approximately **25** remaining months. (**\$3,187.00 paid to date**)

b. The debtor shall make plan payments to the Trustee from the following sources:

- ☒ Future Earnings  
☐ Other sources of funding (describe source, amount and date when funds are available):

c. Use of real property to satisfy plan obligations:

☐ Sale of real property  
Description:  
Proposed date for completion: \_\_\_\_\_

☐ Refinance of real property:  
Description:  
Proposed date for completion: \_\_\_\_\_

☐ Loan modification with respect to mortgage encumbering property:  
Description:  
Proposed date for completion: \_\_\_\_\_

d. ☐ The regular monthly mortgage payment will continue pending the sale, refinance or loan modification.

e. ☐ Other information that may be important relating to the payment and length of plan:

**Part 2: Adequate Protection**

☒ NONE

a. Adequate protection payments will be made in the amount of \$ \_\_\_\_ to be paid to the Chapter 13 Trustee and disbursed pre-confirmation to \_\_\_\_ (creditor).

b. Adequate protection payments will be made in the amount of \$ \_\_\_\_ to be paid directly by the debtor(s) outside the Plan, pre-confirmation to: \_\_\_\_ (creditor).

**Part 3: Priority Claims (Including Administrative Expenses)**

a. All allowed priority claims will be paid in full unless the creditor agrees otherwise:

Creditor	Type of Priority	Amount to be Paid
McDowell Law PC	Supplemental Attorney Fees	\$400.00
McDowell Posternock Apell & Detrick PC	Attorney Fees	\$1,975.00

b. Domestic Support Obligations assigned or owed to a governmental unit and paid less than full amount:

Check one:

☒ None

☐ The allowed priority claims listed below are based on a domestic support obligation that has been assigned to or is owed to a governmental unit and will be paid less than the full amount of the claim pursuant to 11 U.S.C.1322(a)(4):

Creditor	Type of Priority	Claim Amount	Amount to be Paid
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#### Part 4: Secured Claims

##### a. Curing Default and Maintaining Payments on Principal Residence: ☒ NONE

The Debtor will pay to the Trustee (as part of the Plan) allowed claims for arrearages on monthly obligations and the debtor shall pay directly to the creditor (outside the Plan) monthly obligations due after the bankruptcy filing as follows:

Creditor	Collateral or Type of Debt	Arrearage	Interest Rate on Arrearage	Amount to be Paid to Creditor (In Plan)	Regular Monthly Payment (Outside Plan)
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##### b. Curing and Maintaining Payments on Non-Principal Residence & other loans or rent arrears: ☒ NONE

The Debtor will pay to the Trustee (as part of the Plan) allowed claims for arrearages on monthly obligations and the debtor will pay directly to the creditor (outside the Plan) monthly obligations due after the bankruptcy filing as follows:

Creditor	Collateral or Type of Debt	Arrearage	Interest Rate on Arrearage	Amount to be Paid to Creditor (In Plan)	Regular Monthly Payment (Outside Plan)
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##### c. Secured claims excluded from 11 U.S.C. 506: ☒ NONE

The following claims were either incurred within 910 days before the petition date and are secured by a purchase money security interest in a motor vehicle acquired for the personal use of the debtor(s), or incurred within one year of the petition date and secured by a purchase money security interest in any other thing of value:

Name of Creditor	Collateral	Interest Rate	Amount of Claim	Total to be Paid through the Plan Including Interest Calculation
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##### d. Requests for valuation of security, Cram-down, Strip Off & Interest Rate Adjustments ☐ NONE

1.) The debtor values collateral as indicated below. If the claim may be modified under Section 1322(b)(2), the secured creditor shall be paid the amount listed as the "Value of the Creditor Interest in Collateral," plus interest as stated. The portion of any allowed claim that exceeds that value shall be treated as an unsecured claim. If a secured claim is identified as having "NO VALUE" it shall be treated as an unsecured claim.

**NOTE: A modification under this section ALSO REQUIRES the appropriate motion to be filed under Section 7 of the Plan.**

Creditor	Collateral	Scheduled Debt	Total Collateral Value	Superior Liens	Value of Creditor Interest in Collateral	Annual Interest Rate	Total Amount to Be Paid
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2.) Where the Debtor retains collateral and completes the Plan, payment of the full amount of the allowed secured claim shall discharge the corresponding lien.

**e. Surrender ☐ NONE**

Upon confirmation, the stay is terminated as to surrendered collateral only under 11 U.S.C. 362(a) and that the stay under 11 U.S.C 1301 be terminated in all respects. The Debtor surrenders the following collateral:

Creditor	Collateral to be Surrendered	Value of Surrendered Collateral	Remaining Unsecured Debt
Toyota Motor Credit Corp.	2015 Toyota Corolla	unknown	unknown

**f. Secured Claims Unaffected by the Plan ☐ NONE**

The following secured claims are unaffected by the Plan:

Creditor

Wells Fargo Bank, N.A. - 1st Mortgage on 316 West Woodlawn Ave, Maple Shade NJ 08052  
Wells Fargo Bank, N.A. - 2nd Mortgage on 316 West Woodlawn Ave, Maple Shade NJ 08052

**g. Secured Claims to be Paid in Full Through the Plan ☒ NONE**

Creditor	Collateral	Total Amount to be Paid through the Plan

**Part 5: Unsecured Claims ☐ NONE**

a. **Not separately classified** allowed non-priority unsecured claims shall be paid:

- ☐ Not less than \$\_\_\_ to be distributed *pro rata*
- ☐ Not less than \_\_\_ percent
- ☒ *Pro Rata* distribution from any remaining funds

b. **Separately Classified Unsecured** claims shall be treated as follows:

Creditor	Basis for Separate Classification	Treatment	Amount to be Paid
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**Part 6: Executory Contracts and Unexpired Leases ☐ NONE**

(NOTE: See time limitations set forth in 11 U.S.C. 365(d)(4) that may prevent assumption of non-residential real property leases in this Plan.)

All executory contracts and unexpired leases, not previously rejected by operation of law, are rejected, except the following, which are assumed:

Creditor	Arrears to be Cured in Plan	Nature of Contract or Lease	Treatment by Debtor	Post-Petition Payment
Toyota Motor Credit Corp.	n/a	Motor Vehicle Lease	Reject	n/a

**Part 7: Motions ☐ NONE**

**NOTE: All plans containing motions must be served on all potentially affected creditors, together with local form, *Notice of Chapter 13 Plan Transmittal*, within the time and in the manner set forth in D.N.J. LBR 3015-1. A *Certification of Service, Notice of Chapter 13 Plan Transmittal and valuation* must be filed with the Clerk of Court when the plan and transmittal notice are served.**

**a. Motion to Avoid Liens under 11 U.S.C. Section 522(f).** ☒ **NONE**

The Debtor moves to avoid the following liens that impair exemptions:

Creditor	Nature of Collateral	Type of Lien	Amount of Lien	Value of Collateral	Amount of Claimed Exemption	Sum of All Other Liens Against the Property	Amount of Lien to be Avoided
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**b. Motion to Avoid Liens and Reclassify Claim from Secured to Completely Unsecured.** ☒  
**NONE**

The Debtor moves to reclassify the following claims as unsecured and to void liens on collateral consistent with Part 4 above:

Creditor	Collateral	Scheduled Debt	Total Collateral Value	Superior Liens	Value of Creditor's Interest in Collateral	Total Amount of Lien to be Reclassified
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**c. Motion to Partially Void Liens and Reclassify Underlying Claims as Partially Secured and Partially Unsecured.** ☐ **NONE**

The Debtor moves to reclassify the following claims as partially secured and partially unsecured, and to void liens on collateral consistent with Part 4 above:

Creditor	Collateral	Scheduled Debt	Total Collateral Value	Amount to be Deemed Secured	Amount to be Reclassified as Unsecured

**Part 8: Other Plan Provisions**

**a. Vesting of Property of the Estate**

- ☒ Upon Confirmation  
☐ Upon Discharge

**b. Payment Notices**

Creditors and Lessors provided for in Parts 4, 6 or 7 may continue to mail customary notices or coupons to the Debtor notwithstanding the automatic stay.

**c. Order of Distribution**

The Standing Trustee shall pay allowed claims in the following order:

- 1) Ch. 13 Standing Trustee Commissions
- 2) **Other Administrative Claims**
- 3) **Secured Claims**
- 4) **Lease Arrearages**
- 5) **Priority Claims**
- 6) **General Unsecured Claims**

**d. Post-Petition Claims**

The Standing Trustee ☐ is, ☒ is not authorized to pay post-petition claims filed pursuant to 11 U.S.C. Section 1305(a) in the amount filed by the post-petition claimant.

**Part 9: Modification ☒ NONE**

If this Plan modifies a Plan previously filed in this case, complete the information below.

Date of Plan being modified: **1-29-2018**.

Explain below **why** the plan is being modified:

**To surrender and reject the Toyota Lease.**

Explain below **how** the plan is being modified:

**To surrender and reject the Toyota Lease**

Are Schedules I and J being filed simultaneously with this Modified Plan? ☒ Yes ☐ No

**Part 10 : Non-Standard Provision(s): Signatures Required**

Non-Standard Provisions Requiring Separate Signatures

☒ NONE

☐ Explain here:

Any non-standard provisions placed elsewhere in this plan are void.

The Debtor(s) and the attorney for the Debtor(s), if any, must sign this Certification.

I certify under penalty of perjury that the plan contains no non-standard provisions other than those set forth in this final paragraph.

Date	<u>January 29, 2018</u>	<u>/s/ Thomas G. Egner, Esq.</u> Thomas G. Egner, Esq. Attorney for the Debtor
Date:	<u>January 29, 2018</u>	<u>/s/ Arthur W Wiest</u> Arthur W Wiest Debtor
Date:	<u>January 29, 2018</u>	<u>/s/ Carol A Wiest</u> Carol A Wiest Joint Debtor

**Signatures**

The Debtor(s) and the attorney for the Debtor(s) if any, must sign this Plan.

Date	<u>January 29, 2018</u>	<u>/s/ Thomas G. Egner, Esq.</u> Thomas G. Egner, Esq. Attorney for the Debtor
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I certify under penalty of perjury that the above is true.

Date:	<u>January 29, 2018</u>	<u>/s/ Arthur W Wiest</u> Arthur W Wiest Debtor
Date:	<u>January 29, 2018</u>	<u>/s/ Carol A Wiest</u> Carol A Wiest Joint Debtor



**Certificate of Notice Page 8 of 9**  
 United States Bankruptcy Court  
 District of New Jersey

In re:  
 Arthur W Wiest  
 Carol A Wiest  
 Debtors

Case No. 16-34261-JNP  
 Chapter 13

**CERTIFICATE OF NOTICE**

District/off: 0312-1

User: admin  
 Form ID: pdf901

Page 1 of 2  
 Total Noticed: 40

Date Rcvd: Feb 09, 2018

Notice by first class mail was sent to the following persons/entities by the Bankruptcy Noticing Center on Feb 11, 2018.

db/jdb  
 cr +Arthur W Wiest, Carol A Wiest, 316 West Woodlawn Ave, Maple Shade, NJ 08052-2352  
 +WELLS FARGO BANK, N.A., Phelan Hallinan & Schmieg, PC, 400 Fellowship Road, Suite 100, Mt. Laurel, NJ 08054-3437  
 516561916 #+Bank Of America, Nc4-105-03-14, Po Box 26012, Greensboro, NC 27420-6012  
 516561917 +Chase Card, Attn: Correspondence, Po Box 15298, Wilmington, DE 19850-5298  
 516561918 +Chase Card Services, Correspondence Dept, Po Box 15278, Wilmington, DE 19850-5278  
 516561919 +Citibank, Citicorp Credit Svcs/Centralized Bankrup, Po Box 790040, Saint Louis, MO 63179-0040  
 516561920 +Citibank/Best Buy, Citicorp/Centralized Bankruptcy, Po Box 790040, Saint Louis, MO 63179-0040  
 516561921 +Citibank/The Home Depot, Citicorp Cr Svcs/Centralized Bankruptcy, Po Box 790040, S Louis, MO 63179-0040  
 516561922 +Comenity Capital Bank/HSN, Po Box 182125, Columbus, OH 43218-2125  
 516561923 +Equifax Information Services, PO Box 740241, Atlanta, GA 30374-0241  
 516561924 +Experian, PO Box 4500, Allen, TX 75013-1311  
 516561925 +Financial Recoveries, Po Box 1388, Mount Laurel, NJ 08054-7388  
 516561927 John Deere, 6400 NW 86th Street, P.O. Box 6600, Johnston, IA 50131-6600  
 516601212 +John Deere Financial, f.s.b., John Deere Financial, PO Box 6600, Johnston, IA 50131-6600  
 516561928 +State of New Jersey Division of Taxation, Bankruptcy Section, PO Box 245, Trenton, NJ 08695-0245  
 516561933 ++TOYOTA MOTOR CREDIT CORPORATION, PO BOX 8026, CEDAR RAPIDS IA 52408-8026  
 (address filed with court: Toyota Motor Credit Co, Po Box 8026, Cedar Rapids, IA 52408)  
 516561931 +Target, C/O Financial & Retail Svcs, Mailstopn BT POB 9475, Minneapolis, MN 55440-9475  
 516561932 +Township of Maple Shade, Tax Collector's Office, 200 Stiles Avenue, Maple Shade, NJ 08052-2541  
 516639021 +Toyota Lease Trust, c/o Toyota Motor Credit Corporation, PO Box 9013, Addison, Texas 75001-9013  
 516561934 +TransUnion, PO Box 2000, Chester, PA 19016-2000  
 516770558 ++US BANK, PO BOX 5229, CINCINNATI OH 45201-5229  
 (address filed with court: U.S. Bank National Association, Bankruptcy Department, PO Box 108, St. Louis MO 63166-0108)  
 516664498 WELLS FARGO BANK, N.A., Wells Fargo Bank, N.A., Default Document Processing, MAC N9286-01Y, 1000 Blue Gentian Road, Eagan MN 55121-7700  
 516561937 +Wells Fargo Bank Card, Mac F82535-02f, Po Box 10438, Des Moines, IA 50306-0438  
 516753969 Wells Fargo Bank, N.A., Wells Fargo Card Services, PO Box 10438, MAC F8235-02F, Des Moines, IA 50306-0438  
 516561938 +Wells Fargo Bank, N.A., PO Box 10475, Des Moines, IA 50306-0475  
 516634717 Wells Fargo Bank, N.A., 1 Home Campus X2303-01A, Des Moines, IA 50328-0001  
 516561939 Wells Fargo Home Mortgage, 7255 Baymeadows Way, Des Moines, IA 50306

Notice by electronic transmission was sent to the following persons/entities by the Bankruptcy Noticing Center. smg

E-mail/Text: usanj.njbankr@usdoj.gov Feb 09 2018 23:05:39 U.S. Attorney, 970 Broad St., Room 502, Rodino Federal Bldg., Newark, NJ 07102-2534  
 smg +E-mail/Text: ustpreregion03.ne.ecf@usdoj.gov Feb 09 2018 23:05:36 United States Trustee, Office of the United States Trustee, 1085 Raymond Blvd., One Newark Center, Suite 2100, Newark, NJ 07102-5235  
 516762425 E-mail/PDF: EBN\_AIS@AMERICANINFOSOURCE.COM Feb 09 2018 23:19:40 American InfoSource LP as agent for, Verizon, PO Box 248838, Oklahoma City, OK 73124-8838  
 516688674 +E-mail/Text: bankruptcy@caavps.com Feb 09 2018 23:05:58 Cavalry SPV I, LLC, 500 Summit Lake Drive, Ste 400, Valhalla, NY 10595-1340  
 516561926 +E-mail/Text: cio.bncmail@irs.gov Feb 09 2018 23:05:06 Internal Revenue Service, Centralized Insolvency Operation, PO Box 7346, Philadelphia, PA 19101-7346  
 516737279 E-mail/PDF: resurgentbknofications@resurgent.com Feb 09 2018 23:14:04 LVNV Funding, LLC its successors and assigns, as assignee of Citibank, N.A., Resurgent Capital Services, PO Box 10587, Greenville, SC 29603-0587  
 516776474 E-mail/PDF: PRA\_BK2\_CASE\_UPDATE@portfolio recovery.com Feb 09 2018 23:14:17 Portfolio Recovery Associates, LLC, c/o The Home Depot Consumer, POB 41067, Norfolk VA 23541  
 516633813 E-mail/Text: bnc-quantum@quantum3group.com Feb 09 2018 23:05:29 Quantum3 Group LLC as agent for, Comenity Capital Bank, PO Box 788, Kirkland, WA 98083-0788  
 516561929 +E-mail/PDF: gecsedirecoverycorp.com Feb 09 2018 23:08:34 Synchrony Bank, Po Box 965064, Orlando, FL 32896-5064  
 516561930 +E-mail/PDF: gecsedirecoverycorp.com Feb 09 2018 23:08:23 Synchrony Bank/Care Credit, Po Box 965064, Orlando, FL 32896-5064  
 516767743 +E-mail/Text: bncmail@w-legal.com Feb 09 2018 23:05:50 TD Bank USA, N.A., C O WEINSTEIN & RILEY, PS, 2001 WESTERN AVENUE, STE 400, SEATTLE, WA 98121-3132  
 516773629 +E-mail/Text: bnc@bass-associates.com Feb 09 2018 23:04:56 United Consumer Financial Services, Bass & Associates, P.C., 3936 E. Ft. Lowell Rd., Suite 200, Tucson, AZ 85712-1083  
 516561935 +E-mail/Text: EBankruptcy@UCFS.NET Feb 09 2018 23:06:54 United Consumer Financial Services, 865 Bassett Rd, Westlake, OH 44145-1194



District/off: 0312-1

User: admin  
Form ID: pdf901

Page 2 of 2  
Total Noticed: 40

Date Rcvd: Feb 09, 2018

Notice by electronic transmission was sent to the following persons/entities by the Bankruptcy Noticing Center  
(continued)

TOTAL: 13

\*\*\*\*\* BYPASSED RECIPIENTS (undeliverable, \* duplicate) \*\*\*\*\*  
516561936\* ++US BANK, PO BOX 5229, CINCINNATI OH 45201-5229  
(address filed with court: US Bank/Rms CC, Card Member Services, Po Box 108,  
St Louis, MO 63166)  
516757083\* Wells Fargo Bank, N.A., Wells Fargo Card Services, PO Box 10438, MAC F8235-02F,  
Des Moines, IA 50306-0438

TOTALS: 0, \* 2, ## 0

Addresses marked '+' were corrected by inserting the ZIP or replacing an incorrect ZIP.  
USPS regulations require that automation-compatible mail display the correct ZIP.

Transmission times for electronic delivery are Eastern Time zone.

Addresses marked '++' were redirected to the recipient's preferred mailing address  
pursuant to 11 U.S.C. 342(f)/Fed.R.Bank.PR.2002(g)(4).

Addresses marked '#' were identified by the USPS National Change of Address system as requiring an update.  
While the notice was still deliverable, the notice recipient was advised to update its address with the court  
immediately.

**I, Joseph Speetjens, declare under the penalty of perjury that I have sent the attached document to the above listed entities in the manner  
shown, and prepared the Certificate of Notice and that it is true and correct to the best of my information and belief.**

**Meeting of Creditor Notices only (Official Form 309): Pursuant to Fed. R. Bank. P. 2002(a)(1), a notice containing the complete Social  
Security Number (SSN) of the debtor(s) was furnished to all parties listed. This official court copy contains the redacted SSN as required  
by the bankruptcy rules and the Judiciary's privacy policies.**

Date: Feb 11, 2018

Signature: /s/Joseph Speetjens

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## CM/ECF NOTICE OF ELECTRONIC FILING

The following persons/entities were sent notice through the court's CM/ECF electronic mail (Email)  
system on February 2, 2018 at the address(es) listed below:

Denise E. Carlon on behalf of Creditor Toyota Motor Credit Corporation  
dcarlon@kmlawgroup.com, bkgroup@kmlawgroup.com  
Isabel C. Balboa on behalf of Trustee Isabel C. Balboa ecfmail@standingtrustee.com,  
summarymail@standingtrustee.com  
Isabel C. Balboa ecfmail@standingtrustee.com, summarymail@standingtrustee.com  
Nicholas V. Rogers on behalf of Creditor WELLS FARGO BANK, N.A. nj.bkecf@fedphe.com  
Thomas G. Egner on behalf of Debtor Arthur W Wiest tegner@mpadlaw.com,  
kgresh@mpadlaw.com/djamison@mpadlaw.com/lwood@mpadlaw.com/cgetz@mpadlaw.com/r62202@notify.bestcas  
e.com  
Thomas G. Egner on behalf of Joint Debtor Carol A Wiest tegner@mpadlaw.com,  
kgresh@mpadlaw.com/djamison@mpadlaw.com/lwood@mpadlaw.com/cgetz@mpadlaw.com/r62202@notify.bestcas  
e.com  
U.S. Trustee USTPRegion03.NE.ECF@usdoj.gov

TOTAL: 7